

**CARTUSCIELLO & KOZACHEK, LLC**

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February 28, 2025

**VIA ECF**

The Honorable Julien X. Neals, U.S.D.J.  
United States District Court, District of New Jersey  
Martin Luther King, Jr. Fed'l Bldg & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102

Re: Jennifer Michaels, M.D. v. Rutgers, the State University of New Jersey, et al.  
Civil Action No.: 2:15-cv-07603-JXN-CLW

Dear Judge Neals:

I write as counsel for Plaintiff Dr. Jennifer Michaels in the above-captioned matter to ask the Court for a further extension of the deadline established in the Court's Order entered on December 26, 2024. That Order required Dr. Michaels, by February 10, 2025, either: (i) to "execute the Revised Proposed Agreement submitted under seal as Exhibit 5 to the Cartusciello Certification" (ECF 248-1); or (ii) to "meet, confer, and provide the Court with a final settlement Agreement containing the parties' negotiated terms for the Confidentiality and No Rehire provisions."

By Text Order dated February 7, 2025, the Court extended the February 10<sup>th</sup> deadline to today, February 28, 2025.

I have raised this request for a further extension with counsel for Defendants, who have not consented, and have stated that they do not believe that another extension is warranted or will be helpful.

**CARTUSCIELLO & KOZACHEK, LLC**

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**Background**

Immediately upon receiving the Court's February 7<sup>th</sup> Text Order, I emailed Rutgers' counsel, asking for dates when they would be available to meet and confer. I am filing a copy of that email as Exhibit 1 to this letter.

On Friday, February 14, 2025, having not heard back, I sent another email to Rutgers' counsel asking for dates. Ms. Aversa responded by email later that day, sending me Rutgers' counterproposals to Dr. Michaels' proposed compromise language, which I had sent to her (and to Mr. Bennett and Ms. Posluszny) two weeks earlier, on January 31<sup>st</sup>. I am filing a copy of my February 14<sup>th</sup> email, and Ms. Aversa's response without the attachments, as Exhibit 2 to this letter.

After discussing Rutgers' counterproposals with Dr. Michaels, I again asked Rutgers' counsel for dates on which we could meet and confer.

Ms. Aversa and I then met by telephone this past Monday, February 24<sup>th</sup>, at which time I presented to her Dr. Michaels' and my concerns about Rutgers' counterproposals. Ms. Aversa agreed to discuss these with Rutgers and get back to me.

Yesterday, February 27<sup>th</sup>, Ms. Aversa sent me an email rejecting the concerns that I had raised with her about Rutgers' proposed language.

I responded today with an email and a lengthy accompanying letter clarifying Dr. Michaels' positions. I also proposed that the parties ask the Court for another extension of time to continue negotiations over proposed language.

In response, Ms. Aversa sent me an email stating that Rutgers does "not believe that another extension is warranted or will be helpful based upon [my] attached letter and negotiations that have taken place thus far."

Out of an abundance of caution, I have avoided discussing in this letter the substance of Dr. Michaels' and Rutgers' proposals, counterproposals, negotiations, and correspondence concerning the wording of Section 5 (confidentiality provision) and Section 6 ("no rehire" provision) of the draft Settlement Agreement. I am nevertheless eager to share with the Court those proposals, counterproposals, and correspondence. I respectfully submit that they clearly demonstrate Dr. Michaels' good faith in attempting to negotiate reasonable alternatives to Rutgers' preferred confidentiality and "no rehire"

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provisions.

Thank you for your consideration.

Respectfully submitted,

s/ Neil Cartusciello  
Neil Cartusciello

cc via ECF:  
John Bennett, Esq.  
Robyn Aversa, Esq.  
Linda Posluszny, Esq.